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CONTRACTS—STATUTE OF FRAUDS—ORAL RESCISSION OF CONTRACT TO CONVEY LAND.—Defendant, by written contract, agreed to convey real estate to X, payment to be made in installments. After X had made some payments an oral agreement was entered into whereby X surrendered the written contract in consideration of defendant paying back the installments paid. Plaintiff, as administrator of X, brought action, demanding specific performance of the contract or damages. *Held*, the oral agreement rescinded the written agreement to convey land and that it was not such an agreement as under the Statute of Frauds would need to be in writing. *Wangsness v. Stephenson* (S. D., 1921), 184 N. W. 362.

The general rule seems to be that if an executory contract is within the Statute of Frauds and is in writing a subsequent oral agreement to rescind the contract is effectual, provided the oral agreement fulfills the requisites of a contract at common law. *WILLISTON ON CONTRACTS*, Sec. 592. But whether an executory contract creates an "interest" in the land on the part of the buyer and whether a rescission of the contract is such a retransfer as to require a writing is a much disputed question. The court in the principal case follows a line of cases which holds that the oral agreement discharging the written contract need not be in writing. *Morris v. Baron* [1918], A. C. 1 (semble); *Wulschner v. Ward*, 115 Ind. 219; *Howard v. Gresham*, 27 Ga. 347; *Morrill v. Colehour*, 82 Ill. 618. But it seems that these courts fail to see that an equitable interest in the land has been created by the contract. It is well settled that a promise to sell an equitable interest in real estate is within the statute. *Ellis v. Hill*, 162 Ill. 557; *Sprague v. Kimball*, 213 Mass. 380; *Tynan v. Warren*, 53 N. J. Eq. 313; *Holmes v. Holmes*, 86 N. C. 205. Thus, a contract to mortgage real estate must be in writing. *Stringfellow v. Ivie*, 73 Ala. 209; *Marshall v. Livermore Water Co.* (Cal.), 5 Pac. 101; *Clabaugh v. Byerly*, 7 Gill (Md.) 354. So, also, courts have held that an assignment of a contract to convey land must be in writing because it creates an equitable ownership in the purchaser. *Connor v. Tippett*, 57 Miss. 594; *Hackett v. Watts*, 138 Mo. 502; *Meason v. Kaine*, 63 Pa. 335. In the principal case, when the owner contracted to sell his land he parted with sufficient rights of ownership to be called an equitable interest in the land. Therefore, an oral rescission of the contract, thereby restoring the equitable right to him who created it, should be within the statute just the same as if the equitable right had been conveyed. *Barrett v. Durbin*, 106 Ark. 332; *Cattell v. Dougherty*, 21 Ill. App. 116; *Dial v. Crain*, 10 Tex. 444; *Grunow v. Salter*, 118 Mich. 148. See *WILLISTON ON CONTRACTS*, Sec. 491.

CORPORATIONS—CHARTER AS A CONTRACT BETWEEN THE STATE AND THE CORPORATION.—In the year 1816 the Massachusetts legislature granted a charter to a religious society by a special act, reserving no power of repeal or amendment; nor was there any general law in force at that time reserving to it that power. In 1921 a bill was proposed in the legislature to suspend the charter of the society. Upon its opinion being asked by the Senate, the supreme court *answered* that the bill was in violation of Art. I, Sec. 10, of the United States Constitution, which declares that "no state shall \* \* \*